

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

EARTH FARE, INC., *et al.*,¹

Debtors.

)
)
)
)
)
)
)

Chapter 11

Case No. 20-10256 (KBO)

(Jointly Administered)

Ref. Docket No. _____

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN CERTAIN
UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE
AS OF THE REJECTION EFFECTIVE DATE**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order, pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, authorizing the Debtors to (i) reject the Rejected Agreements set forth on Exhibits 1 and 2 to this Order, effective as of February 28, 2020 (the “**Rejection Effective Date**”); and (ii) abandon, effective as of the Rejection Effective Date, any Personal Property that remains on any of the Premises subject to the Rejected Leases; and upon consideration of the First Day Declaration and the record of the Chapter 11 Cases; and having determined that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and having determined that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and having determined that venue of the Chapter 11 Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Earth Fare, Inc. (3936) and EF Investment Holdings, Inc. (8084). The mailing address for each of the Debtors is 220 Continuum Drive, Fletcher, North Carolina 28732.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Effective Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Effective Date, on any of the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of the Rejection Effective Date.
4. Landlords of the Rejected Leases may dispose of any and all abandoned Personal Property remaining on the Premises without further notice or liability to any third party.
5. Effective as of the Rejection Effective Date, all personal property leased by the Debtors pursuant to a Rejected Agreement, including equipment (the “**Rejected Personal Property**”), is no longer property of the Debtors’ bankruptcy estates in accordance with section 365(p)(1) of the Bankruptcy Code, the automatic stay under section 362(a) of the Bankruptcy Code is terminated in accordance with section 365(p)(1) of the Bankruptcy Code, and the non-Debtor party to such Rejected Agreement shall have all rights, legal and equitable, in and to the respective Rejected Personal Property, free and clear of all liens, claims, and encumbrances. Nothing herein

shall prejudice the rights of any non-Debtor party to a Rejected Agreement to assert an administrative expense claim related to a Rejected Agreement, including, without limitation, on account of repairs to the Rejected Personal Property required under the Rejected Agreement and charges related to taking possession of the Rejected Personal Property, and all rights of the Debtors, their estates, and interested parties in the Chapter 11 Cases shall be reserved with respect to any such asserted administrative expense claims.

6. If the Debtors have deposited monies with a Counterparty to a Rejected Agreement as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Any person or entity that holds a claim that arises from the Rejected Agreements must file a proof of claim based on such rejection by the later of: (i) the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court; or (ii) thirty (30) days after the entry of this Order.

8. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates to assert that any claims for damages arising from the Debtors' rejection of the Rejected Agreements are limited to any remedies available under any applicable termination provisions of such Rejected Agreements, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

9. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

10. The rights of the Debtors and their estates to assert that the Rejected Agreements rejected hereby expired by their own terms or were terminated prior to the date hereof are fully

preserved, and the Debtors and their estates do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements.

11. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

12. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

13. This Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT 1**Rejected Leases**

Store Number	Counterparty Name	Counterparty Address	Premises Name	Address of Premises
310	Fury's Ferry Shoppes, LLC	Fury's Ferry Shoppes, LLC c/o Hull Property Group, LLC 1190 Interstate Parkway Augusta, GA 30909 Attn: James M. Hull	Fury's Ferry Shoppes	368 Fury's Ferry Road Martinez, GA 30907
500	Flint's Crossing, LLC	Flint's Crossing, LLC P.O. Box 807 Auburn, AL 36831-0807 Attn: Ava Prince	Flint's Crossing	1550 Opelika Road, Ste. 18 Auburn, AL 36830
510	NP Huntsville Limited Liability Company	NP Huntsville Limited Liability Company c/o CASTO 191 W. Nationwide Blvd., Ste. 200 Columbus, OH 43215-2568	N/A	5900-A University Dr., NW Huntsville, AL 35806
563	Benchmark Lady Lake 25 Associates LLC	Benchmark Lady Lake 25 Associates LLC c/o Benchmark Management Corp. 4053 Maple Road, #200 Amherst NY 14226 Attn: Director of Real Estate with a copy to: Lippes Mathias Wexler Friedman LLP 50 Fountain Plaza, Suite 1700	Lady Lake Commons Shopping Center	745 North Highway 27/441 Lady Lake, FL 32159

		Buffalo, NY 14020 Attn: Thomas J. Fennell		
585	West Volusia Investors, LLC	West Volusia Investors, LLC c/o Victory Real Estate Investments, LLC 240 Brookstone Centre Parkway Columbus, GA 31904 Attn: Lease Administration with a copy to: David Kendrick, Esq. Floyd & Kendrick, LLC 415 South West Street Bainbridge, GA 39819	West Volusia Shopping Center	2701 S. Woodland Blvd., Deland, FL 32720

EXHIBIT 2**Rejected Contracts**

Counterparty Name	Service Provided	Counterparty Address	Agreement Information	Rejection Effective Date
All-Lines Leasing	Operations	All-Lines Leasing 100 Prairie Center Drive Eden Prairie, MN 55344	Agreement No. R12646401FMV	2/28/20
Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC	Operations	Aramark Uniform & Career Apparel, LLC 141 Longwater Drive Norwell, MA 02061	Service Agreement, dated as of 11/11/11 as amended by First Amendment dated as of 8/1/17	2/28/20
Blackhawk Network, Inc.	Marketing	Blackhawk Network Inc. Attn: SVP – US Sales 6220 Stoneridge Mall Road Pleasanton, CA 94588 CC: General Counsel	U.S. Distribution Partner Agreement, effective as of 7/31/18	2/28/20
Bunzl Distribution Southeast, LLC	Operations	Bunzl Distribution Southeast, LLC 5285 National Center Dr. Colfax, NC 27235 Attn: Brian Barrett Bunzl Distribution Southeast, LLC Attn: General Counsel One CityPlace Drive, Suite 200 St. Louis, MO 63141	Exclusive Supply Agreement, entered into as of 11/3/17	2/28/20
CareerBuilder, LLC	Human Resources	CareerBuilder, LLC 5550-A Peachtree Parkway Norcross, GA 30092 Attn: Legal Department CareerBuilder, LLC 200 N. LaSalle Street Chicago, IL 60606	Service Agreement, effective as of 7/8/19	2/28/20

Compliant IA	Consultant	Compliant IA PO Box 98201 Carlaw Toronto, ON M4M 1J0, Canada Attn: Fabien Tiburce, President	Service Agreement, effective as of 10/17/18	2/28/20
DigiWipes Media LLC	Operations	DigiWipes Media LLC 5200 Maywood Road Mound, MN 55634 Attn: Brian Swanson	Dispenser Program Agreement, effective as of 8/16/18	2/28/20
Engage3 (MyWorld, Inc. d/b/a Engage3)	Merchant	213 E Street, 2nd Floor Davis, CA 95616	Master Subscription and Services Agreement, effective as of 8/31/16	2/28/20
Instacart (Maplebear, Inc. d/b/a Instacart)	Marketing	50 Beale Street, Suite 600 San Francisco, CA 94105 Attn: Legal Department	Instacart Services Agreement dated as of 5/17/18, including addendums	2/28/20
Invatron Systems USA Corp., and Invatron Systems Corp.	Merchant	Invatron Systems USA Corp. 55261 Kingsway Drive Shelby Township, MI 48316 Invatron Systems Corp. 6835 Century Avenue, Suite 201 Mississauga, Ontario L5N 7K2	Invatron Software Agreement, dated 3/22/16, as amended	2/28/20
iPrint Technologies	Operations	iPrint Technologies 9321 Eton Avenue Chatsworth, CA 91311 818-700-7400	HP- Managed Print Services Agreement, dated as of 7/10/17	2/28/20
Label Insight, Inc.	Operations	Label Insight, Inc. 641 West Lake Street, Ste. 402 Chicago, IL 60661 Attn: Chief Financial Officer legal@labelinsight.com	Master-Software-As-A-Service (SAAS) Agreement, effective as of 12/31/18	2/28/20
Marketo, Inc.	Marketing	Marketo, Inc., 901 Mariners Island Blvd., Suite 200 San Mateo, CA 94404	Subscription Services Renewal dated 5/28/19	2/28/20
National Water Services, LLC	Operations	National Water Services, LLC 524 NE Third Street P.O. Box 230 Paoli, IN 47454	Water Vending Machine – Placement Agreement, dated as of May 1, 2005	2/28/20

Novolex Holdings, LLC	Operations	Novolex Holdings, LLC 3436 Toringdon Way, #100 Charlotte, NC 28277 Attn: Paul Frantz, Chief Commercial Officer	Business Services Agreement, dated as of December 21, 2017	2/28/20
OneSource Magazine Distribution, LLC	Magazine Supply	OneSource Magazine Distribution, LLC 401 East 124th Ave. Thornton, CO 80241 Attn: Executive Vice President tamir@onesourcedirect.com Paul J. Hanley, Esq. David Miller, Esq. Spencer Fane LLP 1700 Lincoln St., Ste. 2000 Denver, CO 80203 phanley@spencerfane.com	Retailer Agreement, effective as of February 1, 2015, and any and all amendments thereto.	2/28/20
Oracle America, Inc.	Consultant	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065 Attn: Legal Department	Data License and Processing Agreement, dated 12/3/15, as amended by that certain Amendment One, dated as of 11/14/17.	2/28/20
Pangea CDS, Inc.	Operations	Pangea CDS, Inc. 1411 W. 190th St. Gardena, CA 90248 Attn: Mike Hay, Sr. Vice President	Master Application and Services Agreement, effective as of 6/7/17	2/28/20
Pitney Bowes, Inc.	Postage Machine Lease	Pitney Bowes, Inc. 3001 Summer St Stamford, CT 06926-0700 Attn: Salvatore Poletta, Director of Credit and New Business Operations	Installation Account # 0010346046 Lease Contract: 0040029632	2/28/20
Relationship, Inc.	Marketing	Relationship Inc. 33130 Magnolia Ct., Ste. B Magnolia, TX 77354	Relationship Digital Engagement Platform (DEP) Agreement, dated as of 3/15/19	2/28/20
Relationship, Inc.	Marketing	Relationship Inc. 33130 Magnolia Ct., Ste. B Magnolia, TX 77354	Relationship Master Services Agreement, dated as of 3/15/19	2/28/20
RGIS, LLC	Finance	RGIS, LLC 2000 Taylor Road Auburn Hills, MI 48326	Inventory Services Agreement, dated June 16, 2011	2/28/20

RGIS, LLC	Finance	RGIS, LLC 2000 Taylor Road Auburn Hills, MI 48326	Statement of Work (“SOW”) – SOW #3 for Inventory Services for Stores, dated May 2014, effective until 6/30/16	2/28/20
RGIS, LLC	Finance	RGIS, LLC 2000 Taylor Road Auburn Hills, MI 48326	Statement of Work (“SOW”) – SOW #4 for Trucks, effective as of May 2014, effective until 6/30/16	2/28/20
SilkRoad Technology, Inc.	H.R.	SilkRoad Technology, Inc. 100 South Wacker Dr., Suite 425 Chicago, IL 60606	SAAS Subscription Order Form EF20120316 dated 9/29/14, as amended	2/28/20
SilkRoad Technology, Inc.	H.R.	SilkRoad Technology, Inc. 100 South Wacker Dr., Suite 425 Chicago, IL 60606	SAAS Subscription Order Form EF20120316 dated 3/5/15, as amended	2/28/20
Tetrad Computer Applications, Inc. (d/b/a)	Software License	Tetrad Computer Applications, Inc. 1788 West 5th Avenue, Suite 318 Vancouver, British Columbia, V6J1P2, Canada	Sitewise Pro License & Data Agreement dated 3/3/14, as amended	2/28/20
SPINS LLC	Merchant	SPINS LLC 222 W. Hubbard St., Ste. 300 Chicago, IL 60654	Retailer Relationship Agreement, effective as of 5/5/19	2/28/20
Valassis Communications, Inc.	Marketing	Valassis Communications, Inc. 19975 Victor Parkway Livonia, Michigan 48152	Valassis Services Agreement, effective as of 10/13/19 for Contract # 7-1782.5STD and Account#: 4305391	2/28/20
Workfront, Inc.	License	Workfront, Inc. 3301 N. Thanksgiving Way, Suite 100 Lehi, UT 84043 Attn: Jon Duncan jonduncan@workfront.com	Sales Order Q-118708-2, effective as of 7/20/19	2/28/20
You M.D., LLC (Dr. Angela Hind)	Consultant	15 Rankin Ave., Asheville, NC 28801	Consulting Agreement, effective as of July 1, 2017	2/28/20